MORTCAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

ver 1936 44639 S. C. MORTCAGE OF REAL ESTATE 11 222 3 49 7 16 July whom these presents may concern.

Judy Neal Bennett WHEREAS,

thereinafter referred to as Mortgigor) is well and truly indebted unto. Southern Bank and Trust Company

(hereinalter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Twelve Thousand Six Hundred Eighty-Two and 02/100-----

\_\_\_\_\_\_ due and payable as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference thereto.

HAR BRUSH APPROPAUSEL

XXXXXXXXXXXX

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagor, the Mortgagor's heirs, successors and assigns:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE.

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing 19.76 acres, more or less, as shown plat entitled "Survey for John Terry Bennett," dated April 26, 1976, prepared by Carolina Surveying Company, recorded in the RMC Office for Greenville County in Plat Book 5-R at Page 57 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, in Saluda Township, being shown and designated as Tract B, containing 1.69 acres, more or less, as shown on a plat prepared by Carolina Engineering and Surveying Company, dated March 3, 1976, and revised April 26, 1976, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of an old road at the joint corner of the property conveyed herein and property now or formerly of Parish and thence along the center of said road the following courses and distances: N.89-45 E. 100 feet, N.86-48 E. 100 feet, S.87-40 E. 100 feet, S.72-18 E. 100 feet, S.70-03 E. 117.1 feet, S.72-19 E. 113 feet and S.73-42 E. 37.5 feet to a point in the center of said road at the joint corner of property now or formerly of The Boy Scouts of America; thence along the line of the property now or formerly of The Boy Scouts of America, N.52-50 W. to an old iron pin at the corner of property now or formerly of Parish; thence along said line, S.37-38 W. 96.3 feet to an old iron pin; thence S.36-17 W. 188.7 feet to a point on the northern side of said road; thence S.39-00 W. 26.4 feet to a point in the center of said road, the beginning point.

ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Tract C containing 8.79 acres as shown on plat of Property of Max Rice dated March 3, 1976 and revised April 26, 1976 and being recorded in the RMC Office for Greenville County in Plat Book 7-I at Page 63 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

DEVIATIONS: See deeds from Rice Corporation to John Terry Bennett and Judy Neal Bennett recorded in the RMC Office for Greenville County in Deed Book 1038 at Page 546 on June 24, 1976, Deed Book 1106 at Page 576 on July 12, 1979, and Deed Book 1110 at Page 474 on August 30, 1979, and deed from John Terry Bennett to Judy Neal Bennett recorded in said RMC Office in Deed Book 1145 at Page 557 on April 2, 1981.

MORTGAGEE'S mailing address: P. O. Box 544, Travelers Rest, S. C. 29690.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all here and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and angular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

---2 NO28 33

\*\*\*\*